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BMW OF NORTH AMERICA, LLC

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Elvin Hidalgo, Plaintiff, v. BMW of North America, LLC, Defendant.	NO. 2:17-cv-01247-VAP(Ex) JOINT RULE 26(f) REPORT Date: April 24, 2017 Time: 1:30 p.m. Ctrm: 8A

The parties to the above-entitled action, having met and conferred though counsel, hereby submit the following Joint Discovery Plan in accordance with the Court's Order dated February 21, 2017 (Doc. #7):

I. INTRODUCTION

This is a lemon law case under the Song-Beverly Act, which is Civil Code section 1790 et seq. The plaintiff purchased a used 2013 BMW 535i VIN: WBAFR7C58DC821431 ("subject vehicle"). Issues with the vehicle, of which repair attempts were made at Beverly Hills BMW, include iDrive concerns, headlight lamp concerns, and power outlet concerns. Plaintiff seeks a repurchase of the vehicle, which plaintiff believes the vehicle qualifies as defective.

The complaint was filed on January 4, 2017, and then removed to federal court on February 16, 2017 based on diversity jurisdiction.

BMW NA denies the essential allegations in the Complaint. BMW NA contends the concerns experienced by Plaintiff are not defects. Similarly, BMW NA contends the concerns Plaintiff experienced with the subject vehicle are not covered by the warranty, do not substantially impair the use, value, or safety of the subject vehicle, and have been repaired within a reasonable number of repair attempts. Moreover, BMW NA contends it did not breach any implied warranties with respect to the subject vehicle. Additionally, BMW NA asserts Plaintiff is not entitled to any civil penalty because he will be unable to show willfulness.

II. DISCOVERY

The parties will not deviate from the discovery limits in the Federal Rules of Civil Procedure. There is no need to conduct discovery in phases. The attached Exhibit A shows the proposed discovery cutoff date.

Plaintiff will conduct discovery on what work was performed to attempt to repair the vehicle, whether BMW has prior experience or knowledge of similar defects on the subject vehicle, and what efforts, if any, were made to address those issues.

BMW NA will conduct discovery of the sale and service history of the Subject Vehicle; repairs attempted and/or performed on the Subject Vehicle; alterations or modifications of the Subject Vehicle; the condition of the Subject Vehicle; Plaintiff’s and others’ use of the Subject Vehicle; Plaintiff’s and other Subject Vehicle drivers’ experience(s) with the Subject Vehicle; any alleged impairments to the Subject Vehicle's use, value, or safety to Plaintiff; Plaintiff's damages, if any; and Plaintiff's contacts with BMW NA. BMW NA intends to take depositions of Plaintiff Elvin Hidalgo and any other primary drivers of the Subject Vehicle. BMW NA will depose any and all experts designated by Plaintiff. BMW NA also intends to inspect the Subject Vehicle and propound written discovery according to the discovery rules. BMW NA may also depose other witnesses identified in discovery.

The Parties do not believe there is any need for changes to Rule 26(a) disclosures. The Parties do not believe discovery needs to be conducted in phases or otherwise limited.

III. MOTIONS

Plaintiff does not anticipate filing any motions, and BMW reserves its right to file a motion.

IV. CLAIMS OF PRIVILEGE/PRESERVATION OF ELECTRONICALLY-STORED INFORMATION

Not applicable to this case.

V. TRIAL ESTIMATE

Both parties estimate a five-day trial.

VI. SETTLEMENT EFFORTS

The parties have begun preliminary settlement negotiations. The parties agree to use private mediation if the settlement talks do not yield a settlement.

VII. MANUAL ON COMPLEX LITIGATION

Not applicable to this case.

VIII. LIKELIHOOD OF ADDITIONAL PARTIES

No additional parties will be added.

IX. ANY UNUSUAL LEGAL ISSUES

None, there are no unusual legal issues.

X. SEVERANCE AND BIFURCATION

Not necessary for this case.

XI. INITIAL DISCLOSURES

The initial disclosures have already been exchanged.

XII. CERTIFICATION OF INTERESTED PARTIES

Plaintiff has no interested parties other than himself. Defendant's interested parties are the following:

BMW of North America, LLC

BMW (US) Holding Corporation.

XIII. DISCOVERY COMPLETION

Plaintiff proposes discovery completion by December 1, 2017. Defendant proposes discovery completion by December 1, 2017

XIV. TRIAL DATE

The parties propose February 1, 2018 and a pretrial conference January 18, 2018.

XV. JURY TRIAL

Plaintiff requests a jury trial. Defendant also requests a jury trial.

Date: April 17, 2017 LAW OFFICE OF ROBERT L. STARR

/s/ Adam Rose
Attorney for Plaintiff

Date: April 17, 2017 BOWMAN AND BROOKE

/s/ Stephen Cho
Attorney for Defendant